

CONTRACT PERIOD THROUGH DECEMBER 31, 2006

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **CRITICAL CARE INSURANCE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 3, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/lc
Attach

Copy to: Clerk of the Board
Monica Mendoza, Materials Management

This Contract is entered into this 15TH day of OCTOBER, 2001 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and TRUSTMARK INSURANCE COMPANY (MUTUAL), an ILLINOIS corporation ("Contractor") for the purchase of CRITICAL CARE INSURANCE.

1.0 TERM

- 1.1 This Contract is for a term of FIVE (5) years, beginning on the 1ST day of JANUARY 1, 2002 and ending the 31ST day of DECEMBER 2006.
- 1.2 The County may, at its option may extend the period of this Contract for additional one (1) year terms up to a maximum of FIVE (5) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in the Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as required in Exhibit "B" section I.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B." and Exhibit "C" current Critical Care Policy.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County, its agents, representatives, officers, directors, officials, and employees.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

4.1.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty- (30) day's prior written notice to the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Contract Administration
320 West Lincoln Street
Phoenix, Arizona

For Contractor:
TRUSTMARK INSURANCE COMPANY (MUTUAL)
400 Field Drive
Lake Forest, IL. 60005

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County employee identifies a need and acquired a policy.

4.4 TERMINATION:

County or the Contractor may unconditionally terminate this Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.5 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.6 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.7 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.8 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.9 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.10 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

TRUSTMARK INSURANCE COMPANY, 400 FIELD DRIVE, LAKE FOREST, IL, 60045

Terms:	n/a
Federal Tax ID Number:	36-0792925
Telephone Number:	847/ 283-5700
Fax Number:	847/ 615-3807
Contact Person:	Michael Plazony
Vendor Number:	360792925
E-mail Address:	n/a
Contract Period:	To cover the period ending December 31, 2006.

EXHIBIT A
01150-S



"01150 EXHIBIT
A.pdf"

Premier ProtectorSM Critical Illness Insurance

Weekly Payroll Deduction Critical Illness Insurance *

Employee Only Coverage

Issue Age	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000
18-20						3.26	3.72	4.18	4.64	5.10
21-25						3.46	3.95	4.45	4.94	5.43
26-30					3.53	4.13	4.74	5.35	5.95	6.56
31-35				3.41	4.14	4.87	5.60	6.32	7.05	7.78
36-40			3.41	4.38	5.35	6.32	7.28	8.25	9.22	10.19
41-45		3.33	4.74	6.15	7.56	8.98	10.39	11.80	13.21	14.63
46-50		4.28	6.16	8.05	9.94	11.83	13.71	15.60	17.49	19.38
51-55	3.10	5.70	8.30	10.90	13.50	16.11	18.71	21.31	23.91	26.51
56-60	3.87	7.24	10.61	13.98	17.35	20.72	24.09	27.46	30.83	34.20
61-65	4.85	9.19	13.54	17.88	22.23	26.58	30.92	35.27	39.62	43.96
66-70	5.96	11.42	16.88	22.35	27.81	33.27	38.73	44.19	49.65	55.12

Employee and Spouse Coverage

Issue Age	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000
18-20				3.53	4.29	5.05	5.81	6.56	7.32	8.08
21-25			3.27	4.19	5.12	6.04	6.96	7.89	8.81	9.73
26-30			4.07	5.25	6.44	7.62	8.81	10.00	11.19	12.38
31-35		3.54	5.06	6.58	8.10	9.62	11.15	12.66	14.18	15.70
36-40		4.56	6.58	8.61	10.64	12.67	14.68	16.71	18.74	20.77
41-45	3.51	6.53	9.54	12.55	15.56	18.59	21.60	24.61	27.62	30.64
46-50	4.62	8.73	12.84	16.95	21.07	25.19	29.29	33.41	37.52	41.64
51-55	6.16	11.82	17.48	23.15	28.81	34.48	40.14	45.80	51.46	57.13
56-60	7.92	15.34	22.75	30.17	37.59	45.01	52.43	59.84	67.26	74.68
61-65	10.09	19.66	29.25	38.82	48.41	57.99	67.57	77.15	86.74	96.32
66-70	12.58	24.66	36.74	48.83	60.91	72.99	85.06	97.14	109.22	121.31

Employee and Children Coverage

Issue Age	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000
18-20			3.13	4.01	4.88	5.76	6.63	7.51	8.39	9.26
21-25			3.21	4.12	5.03	5.93	6.83	7.74	8.64	9.55
26-30			3.53	4.54	5.55	6.56	7.57	8.59	9.59	10.61
31-35			3.89	5.03	6.16	7.30	8.43	9.56	10.69	11.83
36-40		3.21	4.56	5.91	7.27	8.62	9.97	11.32	12.67	14.03
41-45		4.09	5.89	7.68	9.47	11.27	13.06	14.85	16.65	18.45
46-50		5.00	7.24	9.49	11.74	13.99	16.23	18.48	20.73	22.98
51-55	3.54	6.58	9.63	12.67	15.71	18.76	21.81	24.85	27.89	30.93
56-60	4.27	8.04	11.82	15.59	19.36	23.13	26.90	30.68	34.45	38.22
61-65	5.25	10.00	14.75	19.50	24.25	29.01	33.75	38.51	43.26	48.01
66-70	6.36	12.21	18.07	23.94	29.80	35.65	41.51	47.37	53.22	59.09

Employee, Spouse and Children Coverage

Issue Age	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000
18-20			4.02	5.20	6.38	7.56	8.74	9.91	11.08	12.26
21-25		3.16	4.48	5.81	7.14	8.47	9.79	11.13	12.45	13.78
26-30		3.74	5.38	7.00	8.62	10.24	11.87	13.49	15.12	16.75
31-35		4.36	6.29	8.22	10.15	12.08	14.02	15.94	17.87	19.80
36-40		5.41	7.86	10.31	12.77	15.23	17.66	20.12	22.57	25.03
41-45	3.90	7.31	10.70	14.10	17.50	20.92	24.31	27.71	31.11	34.52
46-50	4.98	9.45	13.93	18.40	22.88	27.37	31.83	36.31	40.78	45.27
51-55	6.61	12.72	18.84	24.96	31.07	37.19	43.30	49.42	55.53	61.65
56-60	8.30	16.10	23.89	31.69	39.48	47.28	55.08	62.87	70.67	78.47
61-65	10.50	20.47	30.47	40.44	50.44	60.42	70.41	80.40	90.39	100.38
66-70	12.99	25.48	37.97	50.46	62.95	75.44	87.92	100.41	112.90	125.40

* Benefit Amount is Limited to 50% in the First Year.

Policy Form CTTILL-12000

Underwritten By: Trustmark Insurance Company, Lake Forest, IL 60045

Form # EBCTICPP2CIRATE-0801

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Premier ProtectorSM Critical Illness Insurance

Weekly Payroll Deduction Critical Illness Insurance *

Employee Only Coverage

Issue Age	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000
18-20					3.03	3.54	4.05	4.55	5.06	5.57
21-25					3.44	4.03	4.61	5.20	5.79	6.38
26-30				3.71	4.51	5.31	6.11	6.92	7.72	8.52
31-35			3.82	4.93	6.03	7.14	8.25	9.35	10.46	11.57
36-40		3.68	5.27	6.87	8.46	10.05	11.64	13.23	14.82	16.41
41-45	3.03	5.56	8.09	10.62	13.14	15.67	18.20	20.73	23.26	25.79
46-50	4.08	7.66	11.24	14.82	18.40	21.98	25.56	29.14	32.72	36.30
51-55	5.63	10.76	15.89	21.02	26.14	31.27	36.40	41.53	46.66	51.79
56-60	7.41	14.33	21.24	28.15	35.06	41.98	48.89	55.80	62.71	69.63
61-65	9.55	18.60	27.66	36.71	45.76	54.81	63.86	72.92	81.97	91.02
66-70	11.90	23.30	34.71	46.11	57.51	68.91	80.31	91.72	103.12	114.52

Employee and Spouse Coverage

Issue Age	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000
18-20			3.07	3.93	4.78	5.65	6.51	7.36	8.22	9.08
21-25			3.89	5.03	6.16	7.30	8.42	9.55	10.69	11.82
26-30		3.76	5.40	7.03	8.65	10.28	11.91	13.55	15.18	16.81
31-35		5.24	7.61	9.98	12.34	14.72	17.09	19.45	21.82	24.20
36-40	3.93	7.36	10.79	14.23	17.66	21.09	24.52	27.95	31.38	34.81
41-45	6.02	11.54	17.06	22.59	28.10	33.62	39.14	44.66	50.18	55.70
46-50	8.45	16.40	24.34	32.29	40.24	48.19	56.14	64.09	72.03	79.98
51-55	11.95	23.39	34.84	46.28	57.72	69.16	80.61	92.05	103.50	114.94
56-60	16.09	31.68	47.27	62.86	78.44	94.04	109.63	125.22	140.80	156.40
61-65	21.01	41.52	62.04	82.56	103.07	123.58	144.09	164.61	185.12	205.64
66-70	26.46	52.43	78.40	104.37	130.33	156.30	182.26	208.24	234.20	260.16

Employee and Children Coverage

Issue Age	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000
18-20			3.27	4.20	5.12	6.05	6.98	7.90	8.82	9.75
21-25			3.50	4.51	5.51	6.52	7.51	8.52	9.52	10.52
26-30			4.14	5.34	6.55	7.76	8.97	10.19	11.40	12.61
31-35		3.54	5.06	6.59	8.10	9.63	11.15	12.67	14.19	15.71
36-40		4.47	6.45	8.45	10.43	12.42	14.40	16.38	18.37	20.35
41-45	3.44	6.39	9.33	12.28	15.21	18.16	21.10	24.05	26.99	29.93
46-50	4.47	8.43	12.40	16.37	20.33	24.30	28.27	32.23	36.20	40.17
51-55	6.09	11.69	17.28	22.88	28.46	34.06	39.65	45.25	50.84	56.43
56-60	7.89	15.29	22.68	30.07	37.46	44.86	52.26	59.65	67.04	74.44
61-65	10.04	19.59	29.14	38.68	48.23	57.77	67.31	76.87	86.14	95.95
66-70	12.35	24.20	36.06	47.91	59.76	71.61	83.46	95.32	107.17	119.02

Employee, Spouse and Children Coverage

Issue Age	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000
18-20		3.05	4.33	5.61	6.88	8.17	9.45	10.72	12.00	13.28
21-25		3.59	5.11	6.66	8.20	9.75	11.27	12.81	14.36	15.90
26-30		4.64	6.72	8.79	10.85	12.92	14.99	17.07	19.13	21.20
31-35	3.29	6.08	8.87	11.66	14.44	17.24	20.03	22.81	25.60	28.40
36-40	4.37	8.25	12.12	16.00	19.88	23.75	27.62	31.50	35.37	39.24
41-45	6.44	12.38	18.33	24.28	30.21	36.15	42.09	48.04	53.98	59.92
46-50	8.84	17.18	25.51	33.84	42.18	50.52	58.86	67.20	75.53	83.86
51-55	12.43	24.35	36.28	48.20	60.12	72.04	83.98	95.90	107.83	119.75
56-60	16.56	32.61	48.67	64.72	80.77	96.83	112.89	128.94	144.99	161.05
61-65	21.49	42.48	63.48	84.48	105.47	126.46	147.45	168.45	189.44	210.44
66-70	26.93	53.36	79.80	106.23	132.66	159.09	185.52	211.96	238.39	264.81

* Benefit Amount is Limited to 50% in the First Year.

Policy Form CTTILL-12000

Underwritten By: Trustmark Insurance Company, Lake Forest, IL 60045

Form # EBCTICPP2CIRATE-0801

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EXHIBIT “B”
TRUSTMARK INSURANCE COMPANY (MUTUAL)
400 Field Drive • Lake Forest, IL 60045
(“Trustmark”)

EMPLOYER’S REQUIREMENTS FOR INSURANCE PROGRAM

I. Acceptance of Payroll Deduction Insurance Program

This is an agreement to establish an employee benefit program between the undersigned Employer (“Employer”) and Trustmark. Each eligible employee of the undersigned Employer is entitled to apply for the insurance coverage(s) selected by the Employer and issued by Trustmark on a payroll deduction basis.

Employer agrees to allow reasonable access to eligible employees, on Employer’s business premises, during regular working hours for the purposes of explaining the plan and enrolling employees in the plan.

Employer agrees to honor and administer on a timely basis the written payroll deduction request of each participant. All such deductions will be remitted to Trustmark in accordance with a billing schedule to be determined. Employer will maintain adequate records to ensure that the deductions can be reconciled to the employee. Employer will notify Trustmark monthly of any change in employee status.

Employer may terminate this program with 60 days prior written notice to the other party. Following termination, payments must be made directly to Trustmark by any participant who elects to continue coverage.

II. Participation in Group Insurance Trust

Section A – Request for Participation

Employer hereby requests that it be approved for participation in the Group Voluntary Insurance Trust for the purpose of insuring its eligible employees under Group Policies (“Policy(ies)”) issued to said Trust for the insurance coverage(s) selected herein.

Employer represents that:

1. It is engaged in the business or profession specified herein.
2. It will allow reasonable access for permitting on-site voluntary enrollment of insurance benefits to employees eligible under Policy(ies).

Employer understands that the insurance provided under Policy(ies) will cover its employees based upon the foregoing specifications.

Employer agrees subject to acceptance of this application by the Trustee:

1. To become a participating Employer under said Trust and to be bound by all the terms and all law-ful amendments thereto, and to be bound by the terms of any insurance policy(ies) issued to the Trustees that provides insurance coverage selected.
2. To furnish Trustmark with the names of each employee eligible to be insured.
3. To permit the inspection of any records or information that may be required by Trustmark or Trustee in connection with the administration of the Trust or the Policy(ies) if allowed by Law or authorized by the employee.
4. Pay, when due, the amount of contributions billed to it.

Section B – Specifications

1. **Eligible Employees:** All active Employees who, as of the participation date are:
All employees working at least 20 hours per week.

2. Minimum service required:

3 months

3. Waiver of Coverage: Each eligible employee shall have the right at any time to either (1) elect not to participate in this plan; or (2) if participating, elect to cancel.

4. Termination of Employment: In the event an insured employee ceases to be employed by Employer, that employee shall have the right to continue insurance subject to the provisions of the Policy(ies).

5. Tax Consequences: Trustmark life insurance policies , including endorsements, amendments and/or equivalent forms, were designed to comply with the requirements of the Internal Revenue Code and related Income Tax Regulations to qualify as life insurance. However, neither Trustmark nor any of its agents provide any legal or tax advice.

EXHIBIT C
01150-S



"01150-S EXHIBIT
C.pdf"

TRUSTMARK INSURANCE COMPANY
400 Field Drive
Lake Forest, Illinois 60045

CRITICAL ILLNESS PROTECTION CERTIFICATE
SUPPLEMENTAL COVERAGE

This is Your Certificate of Insurance (Certificate) while You are insured. It briefly explains the rights and benefits that are determined by the Master Policy (Policy). The Policy is a contract between the Policyholder and Us.

The Policy alone constitutes the agreement under which payments are made. We will pay the benefits set forth in the Policy. Benefit payment is governed by all the terms, conditions and limitations of the Policy. The Policy may be amended at any time without Your consent or notice to You. Any such amendment will not affect a claim starting before the amendment takes effect.

A copy of the Policy is kept at Our home office. You may inspect it during regular business hours.

This Certificate was issued on the basis that the information on Your application was correct and complete. An error or omission may result in loss of coverage as of its effective date.

Right to Examine: If You are not satisfied with this Certificate, return it to Our home office or to Your agent within 30 days after the date You received it. The Certificate will then be canceled and any premium paid will be refunded.

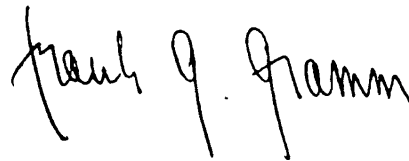
Notice: This certificate of insurance may not provide all benefits and protections provided by law in Arizona.

PLEASE READ YOUR CERTIFICATE CAREFULLY

THIS IS A LIMITED CERTIFICATE



J. Grover Thomas Jr.
President & Chief Executive Officer



Frank G. Gramm
Corporate Secretary & General Counsel

VCIAZCV40000

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VCIXXTC40000

SCHEDULE

EMPLOYER: CIWOOOAZ

CERTIFICATE NUMBER: JOHN R SMITH

INSURED: DECEMBER 29, 1998

EFFECTIVE DATE: \$1,109.14

INITIAL PREMIUM: SEMI-ANNUAL

PREMIUM PAYABLE:

COVERED PERSONS:

 INSURED: JOHN R SMITH

 ALAN J WERNER

 ANGELA A ANDERSON

 BILLY B ANDERSON

 ANDERSON C CHARLIE

 DANIEL D ANDERSON

 EMILY E ANDERSON

 FRANK F ANDERSON

 GREG G ANDERSON

 HENRY H ANDERSON

 JACKIE J ANDERSON

WAITING PERIOD: 0 DAYS

BENEFITS:

 BENEFIT AMOUNT: INSURED

 \$12,500 The first 12 months following the Effective Date

 \$25,000 12 months or more following the Effective Date

 PARTIAL BENEFIT AMOUNT: 25% of the Benefit Amount for an Initial Diagnosis of Carcinoma in Situ or for Coronary Artery Bypass Surgery

VCIAZSB40000

DEFINITIONS

Active Employee: An Insured who is:

- a full-time employee of Employer;
- working the minimum number of hours established by Employer for a full-time employee, which must be at least 20 hours per week;
- working at Employer's usual place of work or other place as required by Employer in the course of such work; and
- receiving a full rate of pay as set by the employment practices of Employer or similar organizations.

Clinical Diagnosis: A diagnosis of cancer based upon symptoms and diagnostic test results. We will regard as valid a Clinical Diagnosis of cancer if and only if the following conditions are met:

- Pathological Diagnosis cannot be made because:
 - It is medically inappropriate or carries the potential for severe harm to the Covered Person; and
 - Medical evidence exists to support the diagnosis; and
 - A licensed certified Physician is treating the Covered Person for cancer.

Specifically, Clinical Diagnosis for this coverage means that a licensed certified Physician is treating the Covered Person for cancer based upon symptoms and diagnostic test results. In addition a Pathological Diagnosis is medically inappropriate or would cause great harm to the Covered Person. Also, medical documentation exists to support the diagnosis of cancer.

Critical Illness: is limited to the following:

- **Amyotrophic Lateral Sclerosis (ALS) (Lou Gehrig's Disease):** Motor neuron disease, marked by muscular weakness and atrophy with spasticity and hyperreflexia due to a loss of motor neurons of the spinal cord, medulla and cortex.
- **Blindness:** A degree of loss of visual acuity that prevents a person from performing work requiring eyesight, based on corrected visual acuity of 20/400 or less or visual field of 20 degrees or less in the better eye.
- **Carcinoma In-Situ:** A cancer that is in the natural or normal location and is restricted to the site of origin without invasion of neighboring tissues.
- **Coronary Artery Bypass Surgery:** The actual undergoing of bypass surgery using either a saphenous vein or internal mammary artery graft for the treatment of coronary heart disease. Diagnosis of coronary heart disease must be made by accepted angiography testing.
- **Heart Attack:** An acute myocardial infarction (the damaging or death of an area of the heart muscle resulting from a reduced blood supply to that area) caused by a blockage of one or more of the coronary arteries. Such acute myocardial infarction must be confirmed by: (a) new electrocardiographic (EKG) findings consistent with myocardial infarction; (b) cardiac blood enzyme abnormalities such as abnormality in the CK-MB isoenzyme (Creatine Kinase-MB isomer) fraction; or (c) Troponin elevations.
- **Life Threatening Internal Cancer:** A malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of distant tissue. Cancer includes Leukemia and Hodgkin's Disease, but does not include Carcinoma In Situ (non-invasive).

Life Threatening Internal Cancer is a diagnosis of malignancy established by a Pathological Diagnosis which conforms to the standards set by the College of American Pathologists or by Clinical Diagnosis where appropriate.

- **Paralysis Of At Least Two Limbs (Paralysis):** An complete and irreversible condition marked by loss of muscle function in either two arms, two legs, or one arm and one leg. For the purpose of this Certificate the paralysis is the direct result of either a Sickness or an Injury.

- **Stroke:** An acute cerebral vascular accident producing neurological impairment and resulting in paralysis or other measurable objective neurological deficit which persists for at least thirty (30) days. This definition of stroke shall specifically exclude Transient Ischemic Attacks and Reversible Ischemic Neurological Deficit.
- **Renal Failure:** The end stage of chronic, irreversible failure of both kidneys to function, for which regular renal dialysis or renal transplantation is performed.
- **Transplant of a Major Organ:** Failure of a major organ for which a transplant is performed. Transplantation includes human-to-human transplant of the following organs only: heart; pancreas, lung or lungs; liver; or bone marrow and/or stem cells, either autologous or allogenic.

Covered Person: A person listed on the Schedule as insured under this Certificate.

Dependent: A person who is:

- Your legally married spouse.
- Your newly born child.
- Your unmarried natural or legally adopted child under age 24.
- Your grandchild who is a dependent for federal income tax purposes.

Effective Date: The date coverage under this Certificate becomes effective for a Covered Person.

Employer: The individual, entity or corporation named as the Employer on the Schedule.

First Diagnosis: The first time a Physician identifies a Critical Illness from its signs or symptoms. A diagnosis of Critical Illness is based on generally accepted Physician standards of care in the medical community relative to the condition being diagnosed.

Immediate Family: Includes

- You or Your spouse; and
- Any of Your, or Your spouse's children, parents, grandparents, grandchildren, brothers, sisters, and their respective spouses.

Injury: Accidental bodily injury resulting directly and independently of disease, bodily infirmity or other cause.

Insured: The person named as the Insured on the Schedule.

Pathological Diagnosis: A diagnosis of cancer based upon a microscopic study of fixed tissue or preparations from the hemic (blood) system. Pathological diagnosis must be provided by a licensed Physician who is also a board certified pathologist and whose diagnosis of malignancy conforms with the standards set by the American College of Pathologists. Specifically, a Pathological Diagnosis requires that

- The pathologist studies fixed tissue or blood under a microscope; and
- The diagnosis of malignancy conforms to the American College of Pathology standards

Physician: An individual, other than You, or a member of Your Immediate Family, who is licensed to practice medicine or surgery for the treatment of Sickness and Injury in the state in which treatment is received.

Pre-existing Condition: A Sickness or Injury for which the Covered Person received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines in the twelve (12) months immediately prior to the Covered Person's Effective Date.

Sickness: Illness or disease that results in loss covered by this Certificate.

You and Your: The Insured named on the Schedule.

Waiting Period: The period of time following the Effective Date of this Certificate during which no benefits are available. The Waiting Period is shown on the Schedule.

We, Us or Our: Trustmark Insurance Company.

CONDITIONS OF INSURANCE

Eligibility for Coverage

- **Insured** – You are eligible for coverage if You are an Active Employee on the Effective Date of coverage.
- **Dependent** – A Dependent is eligible for coverage on the later of:
 - The date You are eligible for insurance; or
 - The date You acquire the Dependent.

A Dependent is deemed to be acquired as follows:

- **Spouse:** On the date of the marriage.
- **Natural Child:** On the date of birth.
- **Adopted Child:** On the date the child is placed in Your custody pursuant to an interim court order of adoption vesting temporary care of the child, or the date You are legally or financially responsible for the child, if earlier.

Effective Date

- **Insured** – Coverage will start at 12:00 a.m. standard time at Your home on the Effective Date shown on the Schedule.
- **Dependent** –
 - **Newborn:** Coverage for a newborn is effective from the moment of birth. For coverage to _continue:

- We must receive written notice of the newborn within 45 days of the birth; and
- You must pay any additional premium within 31 days of receiving a notice of the amount due.

If notification of a newborn is received more than 45 days after the birth, coverage ends on the 46 th day after birth. Insurance for the newborn will become effective only if an application for coverage is accepted by Us.

- **Adopted Child:** Coverage for an adopted child is effective from the date of placement.
 - You must notify Us of the placement within 45 days or before the end of the period for which Premium has been paid if later, and
 - You must pay any additional Premium within 31 days of receiving a notice of the amount due.

If notification of an adopted child is received more than 45 days after the date of placement, coverage ends on the 46 th day after the date of placement. Insurance for the adopted child will become effective only if an application for coverage is accepted by Us.

- **Other Than A Newborn or Adopted Child:** You must complete and sign an application which includes Your Dependents. If accepted by Us, Dependent coverage will be effective as follows:
 - The date Your insurance is effective for Dependents who are eligible on that date; for whom coverage is applied for and Premium paid; and who are not hospital confined.
 - At 12:00 a.m. local time, on the day a Dependent is no longer hospital confined if the Dependent was otherwise eligible for coverage on the date Your insurance became effective.
 - For a Dependent eligible on or first acquired after Your Effective Date:
 - If an application for Dependent coverage is completed within 45 days of the Dependent's eligibility, insurance will be effective on the date We assign.
 - If an application for Dependent coverage is completed more than 45 days after the Dependent's eligibility, insurance will be effective only if accepted by Us.

Renewability

You may renew coverage for as long as:

- any Covered Person remains eligible for coverage, subject to the "Termination of Coverage" provisions; and
- Premium is paid when due, subject to the grace period.

Coverage may not be canceled or restricted due to a change in the health of any Covered Person.

Termination of Coverage

- **Insured**– Your coverage will terminate at 12:00 a.m. standard time at Your home on the earliest of:
 - The date immediately following the date of First Diagnosis;
 - The end of the period for which Premium is paid, subject to the grace period;
 - The Premium due date following the date We receive Your written request to have Your insurance terminated; or
 - The date the Policy is terminated.
- **Dependent**– Dependent coverage will terminate at 12:00 a.m. standard time at Your home on the earliest of:
 - As to any Dependent, the date immediately following the date of a First Diagnosis for that Dependent;
 - The Premium due date following the date a Dependent ceases to be a Dependent as defined;
 - The date Your coverage terminates, except for Your First Diagnosis;
 - The Premium due date following the date We receive Your written request to terminate Dependent coverage for all Dependents.

Continuation for Incapacitated Children

Dependent children, insured herein, that reach the limiting age and are incapable of self-sustaining employment due to mental or physical handicap may continue to be covered regardless of age. The Dependent must be chiefly dependent on You for support and maintenance.

You must claim handicap status within 31 days of such child attaining the limiting age. We will require proof of handicap as often as necessary, but not more than once a year.

Coverage for a handicapped child will end on the earliest of:

- The date the Dependent marries;
- The date the Dependent obtains self-sustaining employment;
- The date the Dependent ceases to be handicapped;
- The date the Dependent ceases to be chiefly dependent upon You for support and maintenance;
- Sixty (60) days after a written request for proof of handicap, if proof is not provided within such 60 days;
- The date You refuse to allow Us to examine the Dependent;
- The date immediately following the date of First Diagnosis for that Dependent child; or
- The date coverage under this Certificate would otherwise terminate.

Continuation

If coverage ends due to divorce or attainment of the limiting age, a Dependent may elect to continue coverage for themselves. A divorced spouse's continued coverage may include Dependent children no longer covered under this Certificate.

Notice of this election must be received by Us within 60 days of the event. No evidence of insurability will be required. Premium for the continued coverage must be paid within 31 days after the election is made. Premium will be based on Our rates in effect at the time of continuation.

Suspension of Coverage During Military Service

A suspension of coverage may be requested for a Covered Person serving in the military or naval services of the United States or any other country. Such request must be in writing and submitted no later than 30 days from the Covered Person's service entry date. If granted, the suspension will be allowed for up to 4 years of continuous military service.

Upon discharge from service, the Covered Person may request a resumption of coverage if the person still meets the eligibility requirements. This request must:

- Be in writing;
- Be submitted within 60 days of the Covered Person's discharge; and
- Include the required Premium.

Coverage will then begin again on the discharge date. Credit will be given for the Pre-existing Condition limitation period satisfied prior to the date of suspension.

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BENEFIT PROVISION

Subject to the Exclusions and Limitations and the provisions of the section entitled "Partial Benefit Amount", We will pay the Benefit Amount as shown on the Schedule for a Covered Person, if:

- a First Diagnosis is made by a Physician after the Effective Date and after the Waiting Period for a Covered Person; and
- said First Diagnosis is based on a Clinical Diagnosis, applicable x-ray, laboratory test or other recognized diagnostic procedures performed during the life of the Covered Person, or postmortem.

The Benefit Amount shown on the Schedule will be paid for a First Diagnosis, except as provided under the Partial Benefit Payment. No more than one Benefit Amount will be paid for a Covered Person, even if a Covered Person experiences more than one Critical Illness at the same time.

Partial Benefit Payment:

A Partial Benefit Amount, as shown on the Schedule, will be paid for

- a First Diagnosis of Carcinoma In Situ; or
- if the Covered Person has Coronary Artery Bypass Surgery.

Such diagnosis must be made or surgery performed after the Effective Date and after the Waiting Period. A Partial Benefit Amount will be paid only once for a Covered Person during that person's lifetime.

If a Covered Person receives the Partial Benefit Amount percentage, the remaining percentage of the total Benefit Amount will be payable if:

- the Covered Person should receive a First Diagnosis for a different Critical Illness, other than Carcinoma In Situ or Coronary Artery Bypass Surgery, at a later date; and
- this Certificate remains in effect for the Covered Person.

In no event will the total amount paid for the two events exceed the Benefit Amount shown on the Schedule.

VCIXXBP40000

EXCLUSIONS

No benefits will be paid for a diagnosis of a specified Critical Illness that occurs as a result of the following:

- Diagnosis made prior to the Effective Date, or during the Waiting Period, as applicable to the Covered Person;
- The Covered Person engaging in illegal activities;
- Intentionally self-inflicted injury, while sane or insane;
- Sickness caused by alcohol, drugs, narcotics, or hallucinogens not prescribed by a Physician, or not used in the manner prescribed by the Physician;
- The Covered Person's committing or attempting to commit suicide; or
- War or act of war, declared or undeclared.

No Critical Illness benefits will be paid for any of the following:

- Transient Ischemic Attacks;
- Balloon Angioplasty, laser relief or other like procedures;
- Disease, sickness, or incapacity not specified in this Certificate;
- Pre-malignant conditions or conditions with malignant potential;
- Basal cell carcinoma and Squamous cell carcinoma of the skin; or
- Melanoma that is diagnosed as Clarke's level I or II or Breslow's classification less than 0.75mm.

VCIXXEX40001

PRE-EXISTING CONDITION LIMITATION

No Benefit Amount or Partial Benefit Amount will be paid for any condition caused by or resulting from a Pre-existing Condition which begins in the first twelve (12) months after the Covered Person's coverage Effective Date.

VCIXXPX40000

PREMIUM

Payment of Premium

All premium, charges or fees (hereinafter "Premium") must be paid to Us at Our home office. All Premium is payable in advance.

Due Date

The initial Premium is due on the Effective Date of coverage. Subsequent Premium is due on the premium payment date shown on the Schedule. Failure to pay Premium when due shall result in termination of coverage on such due date subject to the grace period.

Returned or Dishonored Payment

If a check in payment for any Premium is dishonored for insufficient funds, a reasonable service charge shall be debited to You. A dishonored check shall be considered a failure to pay Premium.

Grace Period

If written notice of termination has not been received from You, a grace period of 31 days will be allowed for each Premium payment after the Initial Premium. Coverage shall remain in force during the grace period. If any Premium is unpaid at the end of the grace period, coverage shall automatically terminate retroactively to the last day for which Premium has been paid.

Reinstatement

If coverage ends for failure to pay Premium, You may apply for reinstatement. Such application must be in writing and submitted within 90 days from the date coverage ended. Reinstatement will be approved or disapproved within 45 days after our receipt of the application. If approved by Us, reinstated coverage will become effective on the date We assign. Benefits are payable only for a First Diagnosis, Carcinoma In Situ and Coronary Artery Bypass Surgery made more than 10 days after the effective date of reinstatement. Credit will be given for any Waiting Period satisfied prior to the date coverage ended.

Premium Adjustment

We have the right to adjust the premium as determined necessary by Us. A Premium adjustment will take effect on the next premium due date following the adjustment. Written notice of an adjustment will be mailed to You at least 30 days in advance.

When a Covered Person's coverage ends, any resulting change in Premium will be made on the next premium due date.

VCIXXPP40000

BENEFIT OR PREMIUM ADJUSTMENT

Premium Increase: If premium is paid through payroll deduction, The Insured must complete a new deduction authorization each time premium is increased. Such authorization must be in writing and submitted to Your Employer at least thirty 30 days prior to the date the premium increase takes effect.

If an updated deduction authorization is not submitted on time, benefits will be reduced. The reduced benefit will be the amount of coverage the currently authorized deduction could purchase after the premium increase.

Premium Decrease: If premium is paid through payroll deduction, benefits will be increased in lieu of any premium decrease. The increased benefit will be the amount of coverage the authorized deduction could purchase after the premium adjustment.

VCIXXPA40000

CLAIMS PAYMENT

Notice of Claim

We must receive written notice of claim within 30 days after a covered loss starts or as soon thereafter as reasonably possible. Notice should include Your name and Certificate number.

Claim Forms

When We receive the notice of claim, We will send You forms for filing a proof of loss. If these forms are not sent to You within 15 days, You will meet the proof of loss requirement by giving Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss section.

Proof of Loss

Written proof of loss must be completed and returned to Us within 90 days or as soon thereafter as reasonably possible. Except for absence of legal capacity, no claim for benefits will be accepted after one year from the date treatment was completed.

Payment of Claims

Benefits will be paid to You, unless assigned to a provider. Any benefit paid in error may be recovered from the person receiving the incorrect payment or from You. In the case of a Dependent child in the legal custody of a person other than You, payment may be made directly to the custodian, at Our discretion, or as required by law. Any unpaid Premium that is due may be deducted from a claim. Payment of benefits will discharge Us from all liability to You and Your beneficiary.

Time of Payment of Claims

After We receive written proof of loss, We will pay any benefits due.

Fraudulent Claim Submission

If any Covered Person knowingly submits or participates in the submission of a claim for benefits which contains false or misleading information that would have the effect of paying a benefit not otherwise payable, We shall have the right to rescind that Covered Person's coverage to the date the fraud was perpetrated. Such rescission is without prejudice to any other right or remedy available to Us at law or in equity.

Medical Records and Examinations

With written authorization, We may obtain a Covered Person's medical records. We have the right, at Our expense, to have a Covered Person examined as often as reasonably necessary while a claim on that Covered Person is pending. We have the right to have an autopsy performed, at Our expense, unless prohibited by applicable state law.

VCIXXCP40000

GENERAL PROVISIONS

Statements in the Application

All statements made in Your application, in the absence of fraud, are considered to be representations and not warranties. No statement made by You shall be used to contest coverage or reduce benefits unless: (a) the statement is contained in an application; and (b) a copy of the statement is furnished to You.

After a Covered Person's coverage has been in effect for 2 years, during the lifetime of that person, only fraudulent misstatements in the application may be used to void coverage or deny any claim.

Any increase in coverage or reinstatement of coverage, as requested by application from You, shall begin a new two-year contestable period for the amount of the increase or reinstated coverage from the effective date of such coverage.

Misstatement of Age or Tobacco Usage

If the age of a Covered Person is misstated, benefits will be those the Premium paid would have purchased at the correct age.

If the usage of tobacco is misstated for any Covered Person, coverage will be rescinded as of the Effective Date of coverage for that Covered Person. Such rescission is subject to the provision entitled "Statements in the Application".

Legal Actions

No legal action may be brought against Us within 60 days after written proof of loss has been sent to Us. No such action may be brought more than 3 years from the time written proof of loss is required to be given.

VCIXXGP40000

TRUSTMARK INSURANCE COMPANY
400 Field Drive
Lake Forest, IL 60045

E Z VALUE/FUTURE PURCHASE OPTION RIDER

This Rider is made a part of the Certificate to which it is attached. It is issued in consideration of the application and the payment of the required Premium. Benefits provided by this Rider are subject to all of the terms, conditions and exclusions and limitations of the Certificate, except as stated herein. The effective date of this Rider is the same as the Certificate Effective Date, unless otherwise specified.

Definitions

Additional Premium: The amount \$1.00 per week which will increase the Benefit Amount payable under the Certificate.

Anniversary Date: The date one (1) year after the date the Certificate was issued or renewed.

Benefit

We will increase Your Benefit Amount on each Anniversary Date, through the fifth (5th) Anniversary Date. The increased Benefit Amount will be based on the amount an Additional Premium will purchase at Your attained age at time of purchase. The first increase must be on an Anniversary Date which occurs prior to Your sixtieth (60th) birthday.

Renewable at Your Option

We will notify You at least forty-five (45) days before the Anniversary Date on which the increase would be effective, of the new Benefit Amount and Your new total premium as increased by the Additional Premium.

You have the option to accept or decline the new Benefit Amount as follows:

- If You accept the new Benefit Amount, an Additional Premium will be added to Your payroll deduction premium amount due.
- If You decline the new Benefit Amount, You must send Us written notice. The notice must be received in Our home office prior to the Anniversary Date on which the increase would become effective. When the notice is received by Us, We will not increase Your Benefit Amount nor apply the Additional Premium.

If You decline an increase option, all future scheduled increase options will be forfeited.

Termination

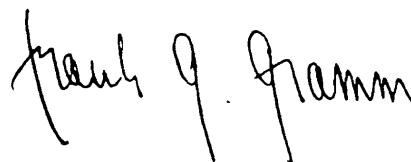
This Rider will terminate upon earliest of:

- The fifth (5th) annual increase; or
- When the Benefit Amount reaches \$100,000, or
- When We receive a notice, from You, declining an increase in Your Benefit Amount.

TRUSTMARK INSURANCE COMPANY



J. Grover Thomas Jr.
President & Chief Executive Officer



Frank G. Gramm
Corporate Secretary & General Counsel